

AGRICULTURE AND AGRI-FOOD CANADA

REQUEST FOR PROPOSAL

**Highfield Dam
Service Contract No. 9
Engineering Services for Final Design and
Rehabilitation of West Low Level Outlet**

CLOSING DATE and TIME:

April 8, 2014

**14:00 Regina Time
(CENTRAL STANDARD TIME)**

SOLICITATION # : 4547:928-7H4-0-S1-9

TABLE OF CONTENTS

GENERAL INFORMATION

- 1.0 Interpretation

PART I : PROPOSER INSTRUCTIONS, INFORMATION AND CONDITIONS

- 1.0 Acceptance of Terms and Conditions
- 2.0 Cost of Proposal Preparation
- 3.0 Electronic Submissions
- 4.0 Enquires - Solicitation Stage
- 5.0 Proposal Submission Deadline
- 6.0 Rights of Canada
- 7.0 Mandatory Clauses

PART II : PROPOSAL PREPARATION

- 1.0 Proposal Presentation
- 2.0 Financial Proposal
- 3.0 Certification Requirements

PART III : RESULTING CONTRACT CLAUSES

- 1.0 General Conditions
- 2.0 Contracting Authority
- 3.0 Project Authority
- 4.0 Priority of Documents

LIST OF APPENDICES

- Appendix A - General Conditions
- Appendix B - Statement of Work
- Appendix C - Evaluation & Selection Process
- Appendix D - Mandatory Criteria
- Appendix E - Point Rated Criteria
- Appendix F - Mandatory Compliance Checklist

LIST OF ANNEXES

- Annex A - Certification Requirements
- Annex B - Joint Venture
- Annex C - Sub-Contractors

GENERAL INFORMATION

1.0 INTERPRETATION

In this Request for Proposal (RFP),

‘Canada’, ‘Crown’, ‘Her Majesty’, ‘the Government’ ‘Agriculture and Agri-Food Canada’ or **‘AAFC’** means Her Majesty the Queen in right of Canada, as represented by the Minister of Agriculture and Agri-Food;

‘Contract’ or **‘Resulting Contract’** means the written agreement between Agriculture and Agri-Food Canada and a Contractor, comprising the General Conditions (set out in Appendix A of this RFP) and any supplemental general conditions specified in this RFP and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the Parties from time to time;

‘Contracting Authority’ or **‘authorized representative’** means the AAFC official, identified in Article 2.0 of Part 3 of this RFP, responsible for the management of the Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned AAFC official;

‘Contractor’ means the person or entity whose name appears on the signature page of the Contract and who is to supply goods or services to Canada under the Contract;

‘Minister’ means the Minister of Agriculture and Agri-Food Canada or anyone authorized to act on his behalf;

‘Technical / Project Authority’ or **‘authorized representative’** means the AAFC official, identified in Article 3.0 of Part 3 of this RFP, responsible for all matters concerning a) the technical content of the Work under the Contract; b) any proposed changes to the scope of the Work, but any resulting change can only be confirmed by a written Contract amendment issued by the Contracting Authority; c) inspection and acceptance of all Work performed as detailed in the Contract, and; review and inspection of all invoices submitted;

‘Proposal’ means an offer, submitted in response to a request from a Contracting Authority, that constitutes a solution to the problem, requirement or objective in the request;

‘Proposer’, ‘Bidder’ or **‘authorized representative’** means a person or entity submitting a Proposal in response to this RFP;

‘Work’ unless otherwise expressed in the contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the contract;

PART I: PROPOSER INSTRUCTIONS, INFORMATION AND CONDITIONS

1.0 ACCEPTANCE OF TERMS AND CONDITIONS

The Minister of Agriculture and Agri-Food Canada will only consider proposals which accept Agriculture and Agri-Food Canada's terms and conditions.

The General Conditions attached in Appendix A and the Resulting Contract Clauses as set out in Part III of this RFP shall form part of any resulting contract.

2.0 COST OF PROPOSAL PREPARATION

The cost to prepare the proposal will not be reimbursed by Agriculture and Agri-Food Canada.

3.0 ELECTRONIC SUBMISSIONS

Due to the nature of this RFP, electronic transmission of proposals by such means as electronic mail or facsimile to Agriculture and Agri-Food Canada is not considered to be practical and therefore will not be accepted.

4.0 ENQUIRIES - SOLICITATION STAGE

It is the responsibility of the Proposer to obtain clarification of the requirements contained herein, if necessary prior to submitting a proposal.

Written Enquiries and issues must be received by the below Contracting Authority on or before **2:00 pm** local Regina time, March 27, 2014, to allow sufficient time to provide a response. Enquiries or issues received after that time will not be answered.

Contracting Authority:

Colby Collinge
Senior Contracting Officer, Western Service Centre
408 – 1800 Hamilton Street
Regina, Sask. S4P 4L2
E-mail: Colby.collinge@agr.gc.ca

To ensure consistency and quality of information provided to Proposers, the Contracting Authority will provide, simultaneously to all proposers to which this solicitation has been

sent, any information with respect to significant enquires received and the replies to such enquiries without revealing the sources of the enquiries.

All enquires and other communications with government officials throughout the solicitation period are to be directed **ONLY** to the Contracting Authority. Noncompliance with this condition during the bid solicitation period may (for that reason alone) result in disqualification of a proposal.

Meetings will not be held with individual proposers prior to the closing date / time of this RFP.

5.0 PROPOSAL SUBMISSION DEADLINE

The proposal **MUST** be delivered to and received by the Contracting Authority no later than **2:00 p.m. (Regina time) CST April 8, 2014**, at the following location. The envelope containing the Proposals must be addressed / labelled as follows:

Agriculture and Agri-Food Canada
Western Service Centre
408 - 1800 Hamilton Street, REGINA SK S4P 4L2

SOLICITATION # : 4747:928-7H4-0-S1-9 Highfield Dam - Engineering Services for Final Design and Rehabilitation of West Low Level Outlet

6.0 RIGHTS OF CANADA

Canada reserves the right to:

- a) Accept any proposal in whole or in part, without prior negotiation with the selected proposer;
- b) Revise or amend this RFP at any time prior to the submission deadline. Such revision or amendments, if any, will be announced by addendum or addenda. Canada also reserves the right to extend the RFP deadline by providing public notice of the extension and by notifying all those who have already submitted a proposal, if any have been submitted by that time. If any extension is made, it will apply to all equally;
- c) Reject any or all proposals when such rejections is in the interest of Canada. The determination of what is in the interest of Canada is made in the sole discretion of the Minister of AAFC ("the Minister) or the Proposal Evaluation Panel;
- d) Cancel and/or re-issue this requirement at any time;
- e) Ask the proposer to substantiate any claim made in the proposal;
- f) Enter into negotiations with one or more proposers on any or all aspects of their proposals;
- g) Award one or more contracts;
- h) Retain all proposals submitted in response to this RFP.

7.0 MANDATORY CLAUSES

Where the words “**must**”, “**shall**”, **should** or “**will**” appear in this RFP, the clause is to be considered as a mandatory requirement.

PART II : PROPOSAL PREPARATION

The Proposal Package must be structured in **THREE (3) Sections** as follows :

1.0 PROPOSAL PRESENTATION

One (1) Original Copy and one (1) electronic copy on disc of the Proposal Presentation shall be **in a separate sealed envelope labelled:**

“PROPOSAL PRESENTION” Solicitation#: 4547:928-7H4-0-S1-9, Highfield Dam - Engineering Services for Final Design and Rehabilitation of West Low Level Outlet

The following submission format is required:

1. **Title Page**
2. **Letter of Transmittal**
3. **Table of Contents**
4. **Introduction**
(1 page maximum) Describe project background, purpose, scope of project.
5. **Technical**
(10 page maximum) Describe the specific technical services to be provided and processes involved with conducting the various hydrotechnical and environment studies and impact assessment studies related to similar projects. Also the Consultant should illustrate familiarity with dam decommissioning studies for similar dams in a western Canada prairie setting. Include mechanism and assurance of collaboration and cooperation with AAFC staff.
6. **Management and Experience**
(5 pages maximum; plus resumes) Describe the project team and organization and provide resume of qualifications, education and experience of team members, including backup capabilities and use of sub-contractors and/or additional collaborators. Identify (name and owner) and describe any projects of a similar nature that assigned staff have worked on.
7. **Schedule**
On a bar chart, indicate the amount of time required for various phases of the work with start dates and estimated completion dates for each phase.

2.0 FINANCIAL PROPOSAL

One (1) Original Copy of the Financial Proposal shall be **in a separate sealed envelope labelled:**

“FINANCIAL PROPOSAL” Solicitation#: 4547:928-7H4-0-S1-9, Highfield Dam - Engineering Services for Final Design and Rehabilitation of West Low Level Outlet

The consultant’s proposal shall include a detailed cost breakdown based on the Statement of Work (Appendix B) and all phases of this project.

This amount shall represent the maximum obligation of AAFC in terms of the contract and shall therefore include all aspects of the services to be rendered, including all costs and expenses associated with full execution of the services as well as the usual risks, obligations and responsibilities of the bid, general costs and all other applicable expenses, as well as the profits.

The Financial Proposal shall be a firm all inclusive amount, including but not limited to any fees paid to sub-contractors. No other costs, fees or expenditures will be refunded to the company under any contract issued. The Proposer must submit a detailed cost breakdown in accordance with the Appendix B (Statement of Work)

The Financial Proposal will include the following:

a) Professional fees

The Proposer is to identify clearly the professional fee and cost per day for all the proposed personnel including back-up and sub-contractors by multiplying an hourly and/or daily rate by the amount of time proposed to perform the work (including the names of the individuals to whom they apply). Note the professional fee is to include: **travel**, overhead, profit, fringe benefit, administration, secretarial services.

b) Disbursements

The Proposer is to list their direct out-of-pocket expenses, including sub-contracting, materials, which are not reflected in the Professional fee. A list of acceptable direct out-of-pocket expenses is as follows: i.e. facility rental, computer time, equipment rentals, facsimile, long distance telephone, printing and copying, office supplies, travel, courier, etc. listed in detail, giving best estimate of cost. Allowance for profit or overhead will not be added in the cost.

c) Taxes (GST and HST)

All taxes must be included, where applicable, and shown separately in the proposal. Therefore, the only costing that should be included in the proposal is for professional fees, disbursements and travel, if applicable, and taxes, as mentioned above.

3.0 CERTIFICATION REQUIREMENTS

One (1) Original Copy of the Certification Requirements shall be **in a separate sealed envelope labelled:**

“CERTIFICATION REQUIREMENTS” Solicitation#: 4547:928-7H4-0-S1-9, Highfield Dam - Engineering Services for Final Design and Rehabilitation of West Low Level Outlet

In order for a proposal to be considered responsive, the certifications attached in **“Annexes A, B, and C”** will be required. The certifications must be submitted with the proposal. Canada may declare a bid non-responsive if the certifications are not submitted or completed as required.

Compliance with the certifications the proposer provides to Canada is subject to verification by Canada. The Contracting Authority shall have the right to ask for additional information to verify the Proposer’s compliance to the applicable certifications before and after award of a contract. If it is determined that any certification made by the Proposer is untrue, whether made knowingly or unknowingly, or any failure to comply with the certifications or comply with the request of the Contracting Authority for additional information, will render the bid non-responsive.

PART II : RESULTING CONTRACT CLAUSES

1.0 GENERAL CONDITIONS

The General Conditions attached in 'Appendix A' shall form part of any resulting contract.

2.0 CONTRACTING AUTHORITY

The Contracting Authority for this Contract is :

Colby Collinge, Senior Contracting Officer
Agriculture and Agri-Food Canada
Western Service Centre
408 - 1800 Hamilton Street
REGINA SK S4P 4L2
Tel. : (306) 780-5058
Fax : (306) 780-6683
E-mail : Colby.collinge@agr.gc.ca

The Contracting Authority is responsible for the management of this Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform work in excess of or outside the scope of this Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned officer.

3.0 PROJECT AUTHORITY

The Project Authority for this Contract is:

To be provide at Contract Award

The Project Authority is responsible for all matters concerning the technical content of the Work under this contract. Any proposed changes to the scope of the work are to be discussed with the Project Authority, but any resulting change can only be confirmed by a written contract amendment issued by the Contracting Authority prior to commencing new work.

4.0 PRIORITY OF DOCUMENTS

The documents specified below form part of and will be incorporated into the Contract. If there is a discrepancy between the wordings of any documents which appear on the list, the

wording of the document which first appears on the list shall prevail over the wording of any document which subsequently appears on the list:

1. The Articles of Agreement, including the clauses set out in Part 3 of this RFP
2. The General Conditions, Appendix A of this RFP
3. The Statement of Work, Appendix B of this RFP
4. Certification Requirements, Annex A of this RFP
5. Contractor's Proposal (Technical and Financial)

1. INTRODUCTION

Agriculture and Agri-Food Canada (AAFC) is the owner/operator of water-control infrastructure and land associated with thirty three (33) water storage projects in southern Saskatchewan. These works were among the many built between 1935 and 1960 as part of PFRA's legislated mandate to help stabilize and contribute to the economic security of the drought prone regions of western Canada. AAFC manages these facilities in accordance with the principles and practices of the Canadian Dam Association (CDA) Dam Safety Guidelines (2007).

One such project is the Highfield Dam which is located approximately 10.4km south of Rush Lake, SK. As part of its long term commitment to the management and dam safety of these assets, AAFC is planning a rehabilitation of Highfield Dam. The overall goal of the rehabilitation is to reduce risks (liability) to AAFC/Government of Canada imposed by Highfield Dam. This goal will be achieved by undertaking the design and construction of modifications to Highfield Dam in accordance with the CDA Dam Safety guidelines in a way that reduces the probability of failure of the dam so that the risk (liability) to AAFC/Government of Canada is as low as reasonably practicable as measured by compliance with Dam Safety Guidelines. Project aspects under consideration to meet the CDA guidelines include: normal and minimum freeboard; capacity to safely handle the Inflow Design Flood; embankment stability; and adequate design measures to ensure the long-term integrity of the embankment against piping failure, and long-term structural integrity of the low level outlet works. The project will also need to incorporate any mitigation measures necessary to ensure that the project does not result in significant adverse environmental effects.

The Statement of Work that follows describes engineering design, construction and project management services required to complete one component of the required work - the rehabilitation of the West Low Level Outlet Works.

2. BACKGROUND

Highfield Dam, originally constructed in 1942, is located on Rush Lake Creek (NE 36-15-11 W3M) approximately 28km east of the City of Swift Current, SK; 10.4km south of the Hamlet of Rush Lake, SK; and, 8 km south of the TransCanada Highway. The dam creates a reservoir with a total storage of 14,895dam³ and flooded area of 517ha (at FSL). The basin upstream of the dam has a gross drainage area of 450 km² and an effective drainage area of 372 km². The components of the project include a 1040m long earthfill embankment, a 20m wide earthcut spillway around the west abutment, a low level outlet located near the west abutment of the embankment (West LLO) and a low level outlet located near the east abutment of the embankment (East LLO). The downstream water users include the Herbert and Rush Lake Irrigation Projects.

The Dam Consequence Classification for Highfield Dam is “Significant”, as established in 2011. Details from the classification study were: loss of life – none; downstream economic damages by flooding - \$7.5 M; Other Economic Losses - \$0.5 M.

AAFC’s internal dam safety program, supplemented by additional, external consultant assessments determined that there are a number of potential dam safety deficiencies associated with Highfield Dam as follows:

- a. Inadequate freeboard allowance;
- b. Inadequate spillway (outlet) capacity to safely route, attenuate and discharge the Inflow Design Flood deemed appropriate for this dam;
- c. Insufficient factors of safety regarding the embankment stability consistent with CDA Dam Safety Guidelines;
- d. Inadequate provisions in the design and construction of the embankment for proper seepage control measures; and
- e. Concrete elements of the conduits and gatewells of both east and west low level outlet having structural capacity below structural design codes.

AAFC commissioned an external consultant to develop a feasibility level solution to these issues, estimate costs and develop a delivery schedule recognizing environmental and operational constraints; construction constraints and AAFC departmental cash flow constraints. The following are the main elements of that pre-design:

- a. Raise the embankment by approximately 0.9 m, and incorporate flatter downstream slope and an extensive toe filter to address freeboard, stability and seepage control issues;
- b. Strengthen the West LLO and gatewell by the insertion of a grouted liner; replace the control gate;
- c. Construct a new service spillway on the east abutment. The works, known as the East Spillway & Low Level Outlet, will include a drop inlet pipe spillway constructed in combination with a concrete gatewell and low level intake pipe which discharges into the barrel of the drop inlet conduit;
- d. Enhance the earth spillway, now referred to as the West Spillway. The proposed enhancements include: a fuse plug near the entrance, a riprap and gabion structure at the spillway outfall to the Herbert Main canal, and a gabion and rock side channel spillway to convey water to the downstream flood plain;
- e. Decommission the existing East Low Level Outlet following completion of construction of other components;
- f. Raise a section of the local RM road which crosses the upper end of the reservoir;
- g. Apply best management practices through the design and construction to address potential adverse environmental effects; and
- h. Comply with applicable regulatory requirements.

3. DATA, INFORMATION, AND PREVIOUS STUDIES

AAFC has commissioned and/or undertaken a number of engineering and environmental studies as follows:

1. AAFC 2007 – Highfield Dam – Updated Flood Frequency Analysis, AAFC, Nov. 21, 2007
2. KGS 2010 – Rare Plant, Wildlife, Fish and Habitat Assessments for the Rehabilitation of the Highfield Dam Project, December 2010
3. NHC 2011 - Highfield Dam - Spillway Pre-Design Completion, Northwest Hydraulic Consultants in association with MDH Engineered Solutions, December 19, 2011
4. Golder 2011 - Highfield Dam – Dam Classification and Hydro Technical Study, Golder Associates, November, 2011
5. Golder 2012 - Highfield Dam Embankment Foundation Assessment, Golder Associates, January, 2012
6. AAFC 2012 - Dam Safety and Rehabilitation – Highfield Dam – Investment Analysis Report (draft), AAFC, February, 2012.
7. Golder 2013 – Highfield Dam – Project Rehabilitation – Pre-Design Report, March 30, 2013. (herein referred to as the Pre-Design report)
8. AAFC, 2013 – Highfield Reservoir Bathymetry
9. AAFC, 2013 – Highfield Dam – complete in-fill ground surveys

4. SCOPE

The Consultant shall provide general and specialized professional engineering, environmental, and related technical services associated final design, construction, and post construction documentation to complete the rehabilitation West Low Level Outlet Works of Highfield Dam in accordance with the Pre-Design report and this statement of work. AAFC is of the opinion that the layout of the work provided in the pre-design report essentially represents the final arrangement of the works. However, AAFC believes that there may be opportunities in the final design process to economize or optimize some aspects of the design. The pre-design report assumed the liner pipe would be corrugated steel pipe and that the work should be conducted in dry or dewatered conditions. AAFC has had success in lining conduits similar in nature to this project using high density polyethylene pipe with the work being undertaken in wet undewatered conditions by use of commercial divers and grout material mix design suitable for placement in underwater situations. AAFC would like the final design to examine the wet placement option, particularly for the upstream conduit, during the consultant's optimization studies. The Consultant may also find it necessary to make modest adjustment in the alignment or layout of the works to suit final design needs. Some possibilities for optimization or economy could include but are not limited to: the approach to reservoir management during construction of the West Low Level Outlet rehabilitation and rehabilitation details for strengthening the West Low Level Outlet and its gateway.

5. ENGINEERING SERVICES REQUIRED

5.1. General

The elements of the final project design are described in the report “Highfield Dam Pre-Design Report 2013”. Exceptions to the Pre-Design Report will be noted in this Statement of Work. The consultant shall review said report and other background information. Confirmation in writing, that the design criteria and design concepts with respect to the project design are acceptable and appropriate, shall be provided by the consultant to Canada

The work for this contract includes the provision of professional services to complete the final design, and construction oversight for the rehabilitation of the West Low Level Outlet. This includes general and specialized services during construction, project management services, environmental services and documentation as noted in this statement of work. Design and construction engineering for the remainder of the rehabilitation of the Highfield Project is not included in the scope of this service contract; these activities will be handled by a separate service contract.

5.2. Project Management Services

- Manage the service contract using appropriate Project Management principles and practices;
- Shortly after award of the service contract and kick-off meeting with AAFC, prepare and or update detailed work plan including schedule of services. Provide a breakdown of estimated cash flow to AAFC to include engineering design services, construction oversight professional services and construction activities including environmental services and regulatory compliances. Provide periodic updates to the work plan to reflect the actual progress of the project;
- Include systems and processes to manage and resolve issues in a timely manner;
- Include systems and processes to identify, manage and mitigate project risks both in the delivery of the engineering services but also for the actual construction of project components;
- Provide timely, status reports to AAFC progress and quality of the work during all phases of the contract. Status reports to include accomplishments since last report, anticipated accomplishments in next reporting period and a listing of outstanding issues;
- Provide all site office facilities, sanitary facilities and safety management provision for the consultant’s resident engineering staff;
- Facilitate regular, effective and timely communication with AAFC to ensure that AAFC is aware of the design, problem area, concerns or assumption. Ensure that

issues requiring AAFC participation are identified in a timely manner and supported by appropriate and detailed documentation to outline the scope of the issue as well as proposed method(s) of resolution.

5.3. Final Design Services

Provide the following final design services in accordance with **Category III – Design Service** as outlined in the “Schedule of Recommended Fees to be Charged for General Engineering and Geoscience Projects and Services, January 2013” adopted by the APEGS (Association of Professional Engineers & Geoscientists of Saskatchewan):

- Review previous reports, background materials, data and information and submit overall work plan and design brief to document the method and procedures for the planned work;
- Conduct a site visit to the project to become familiar with the layout of existing works and to assist in establishing contractor and consultant camp, plant, and storage areas;
- Review and provide comments on the hydraulic and structural design associated with the West LLO documented in the pre-design report and identify any short comings and/or possible optimisation opportunities to AAFC.
- Using the hydraulic dimensions and concepts from the pre-design report, complete the hydraulic, structural and general engineering designs to install a grouted liner in the West Low Level Outlet, remove and install new control gate and hoist, supply and install safety fencing and provide safe access and adequate operating room to the operating hoist from the future raised embankment. The design shall also include the provision of a riprap berm around the gateway as depicted in the pre-design report. In conjunction with AAFC, develop details to manage the reservoir in advance of construction and during construction to facilitate construction activities;
- Develop technical specifications and tender drawings suitable for securing tenders for the construction of the works. Ensure compatibility of the provision of the technical specifications developed for the project with the General Contract Provisions of PWGSC standards. Specifications are to be prepared to National Master Specification format. Drawings and reports shall be signed and sealed by professional engineers registered or licensed to practice in the Province of Saskatchewan;
- Answer questions regarding the project design directed to AAFC during tender period including approval of equals;
- Participate in a review of tender submissions and prepare a recommendation regarding contract award;
- Finalize and approve drawings for construction.

5.4. Environmental Services and Regulatory Compliance

The rehabilitation of Highfield Dam is to be undertaken in compliance with the Canadian

Environmental Assessment Act, 2012 as well as other applicable federal and provincial acts and legislation. Previous studies identified on-site environmental data and recommended a number of environmental best management practices to be incorporated in the various design and construction aspects of the project. Some of these practices may require submissions, permits, or letters of advice from various regulators and could also include verification of previously collected field data.

The Saskatchewan Water Security Agency is the provincial regulatory body responsible for the approval to construct or modify water control structures and the Aquatic Habitat Protection Permit. At this point in the project, the work is viewed as maintenance or rehabilitation of the existing works. As such, AAFC does not foresee a requirement for a regulatory submission for approval to construct or modify water control structures from Saskatchewan Water Security Agency. However, AAFC is of the opinion that an Aquatic Habitat Protection Permit will be required for this project and expects the consultant to assist in the application process.

In undertaking the design, the Consultant shall:

- Review existing information about on-site environmental data
- Incorporate the appropriate and applicable environmental best management practices, as outlined by the pre-design report and/or as otherwise stipulated by appropriate federal and provincial regulatory agencies into the final design and construction contract requirements;
- Provide advice to AAFC on any environmental aspect that will require monitoring in the final construction contract requirement or post-construction.

5.5. General Engineering Services during Construction

Provide the following general engineering services in accordance with **Category IV - General Engineering or Geoscience Services During Construction** of the “Schedule of Recommended Fees to be Charged for General Engineering and Geoscience Projects and Services, January 2013” adopted by the APEGS. Services shall include, but not necessarily be limited to, the following:

- Review shop/manufacturing drawings and other submittals of reinforcing steel, gates and miscellaneous metals to ensure that they reflect the intention of the design for rehabilitation project. The review should identify any errors before the construction works start. Approve shop drawings using an appropriate shop drawing stamp;
- Review and provide comments on contractor submission details for work required for the installation of conduit liners for the West Low Level Outlet including safety management protocols;
- Conduct periodic site visits to ensure that the work is being completed to the quality and schedule standards required;
- Evaluate contractor requests for changes to the work and/or evaluate contractor claims for additional work as related to changes in soil conditions;
- Examine contractor progress claims and make recommendations to AAFC for contractor payment;

- Undertake a final project inspection, deficiency identification and rectification; recommend final certificate of completion and warranty inspection post construction.

5.6. Resident Engineering Services During Construction

It is anticipated that AAFC will provide some of the resident engineering services during construction. Specifically, AAFC will:

- Provide on-going or day-to-day on-site inspection services to monitor the overall progress of the work; prepare daily and weekly construction progress reports and provide copies of same to the consulting engineer;
- Provide the consultant with specific inspection reports of unusual conditions that may require follow-up by the consultant;
- Communicate with Contractor's site superintendent any issue of non-conformance to the plans and specifications as identified by the consultant or consultant's resident technical staff;
- Provide general monitoring of environmental best management practices on the construction site in accordance with the plans and specifications, seek clarification from the consultant on issues of potential non-compliance and communicate confirmed non-compliance issues to the Contract for rectification;
- Review Contractor's monthly progress claim and prepare request for contract payments in accordance with AAFC departmental requirement;
- Conduct surveys of a minor nature to verify Contractor construction is in accordance with plans and specifications;
- Ensure that the Contractor is aware that the work is to be undertaken in compliance with Federal Labour Code and Provincial Occupational Health and Safety;
- Ensure that the Contractor is recording details of the construction necessary to modify contract drawings to Record Drawings

The Consultant shall provide **Category V - Resident Engineering or Geoscience Services During Construction** "Schedule of Recommended Fees to be Charged for Resident Engineering and Geoscience Projects and Services, January 2013" except those services previously mentions which will be undertaken by AAFC. All technicians performing testing must have at least 2 years related experience in materials testing. In the case of concrete testing, the Consultant shall have a qualified testing technician on site for each and every pouring day.

Services shall include, but not necessarily be limited to, the following:

- Arranging for and carrying out all necessary field-testing of equipment installed;
- Arranging for and carrying out all necessary field and laboratory testing for concrete and/or grout materials, gradation analysis for pervious materials; compaction testing of impervious materials; and rock riprap gradation assessment.
- Undertaking laboratory and field tests of concrete and grout in accordance with the requirements of the most recent versions of CSA Standard A23.2, except as otherwise noted herein or in the project specifications, by personnel certified under CSA

- Standard A283;
- Performing laboratory testing to assess concrete quality at a testing laboratory facility certified in accordance with the requirements of CSA Standard A283.
 - As a minimum the concrete testing shall include:
 - slump, air content, and temperature for each truck-load delivered to the site;
 - one set of three compressive strength test cylinders for each 60 m³ or less of concrete placed, with a minimum of one set per placing day, sampled and tested in accordance with the most recent versions of CSA A23.1 at the age of 7 days (one cylinder) and 28 days (two cylinders).
 - one additional cylinder per placing day cast as a companion to a set of (three) strength test cylinders, when cold weather concreting conditions predominate, as determined by the Resident Engineer, which will be cured on site under the same conditions as the concrete in place.
 - The AAFC Resident Engineer is to be informed as expeditiously as possible of the results of the field and laboratory tests. Complete set of records of the test results shall be maintained on a daily basis and be available to the Project Manager. These records will become the property of Canada.
 - .
 - Investigating, reporting on and advising AAFC on unusual circumstances which may arise during construction;
 - Ensuring that the Contractor is recording details of the construction necessary to modify contract drawings to Record Drawings

5.7. Specialized Engineering Services During Construction

Provide specialised engineering services as outlined in “Schedule of Recommended Fees to be Charged for Resident Engineering and Geoscience Projects and Services, January 2013” adopted by the APEGS. Services shall include, but not necessarily be limited to, the following:

- Review concrete and grout mix designs submitted by construction contractors to ensure compliance with applicable codes and intended final structural designs and provide review comments when submissions are inadequate or incomplete;
- Review cast-in-place concreting and grouting procedures, forming requirements, reinforcement placement and detailing to ensure the work is being undertaken in compliance with the final engineering designs as well as applicable codes, standards, procedures and protocols;
- Oversee commissioning and testing of slide gate and lift mechanical work

5.8. Design Summary, Record Drawings, Construction Report, OMS Manual

- Provide reports, drawings of record, and other written information to document the design and construction of the project in sufficient detail to form part of the project records which may become part of subsequent Dam Safety Reviews conducted or

- commissioned by AAFC
- Provide reports, procedures and documentation for the on-going operation, maintenance and surveillance for the West Low Level Outlet component of the project. This shall include rating tables and curves to allow AAFC Project Operator to determine flow release criteria for various reservoir elevations. Provide training session to AAFC Dam Safety and Operations staff on the safe operation of the control gate, and general operation of the rehabilitated outlet works.

6. PERSONNEL

The Consultant shall have a qualified registered professional engineer(s) responsible for the final design for this project. The Consultant shall identify each member of their project team, as well as their respective roles and responsibilities and append resumes. The Consultant team shall also include personnel team who are qualified to interpret the rare plant, wildlife, species-at-risk and habitat assessments completed for this site and include appropriate best management practices to the design for environmental considerations. The Consultant shall have similar recent experience with the final design of project rehabilitations on soft alluvial soils, shall provide a list of recent projects of a similar nature including the grout lining of outlet conduits in dams, and indicate the relevancy of those projects to this work. The Consultant shall meet the requirement for professional registration within Saskatchewan.

7. SCHEDULE

AAFC's overall goal regarding this project is to complete final design and to have all construction activity completed for the rehabilitation of these works prior to the end of fiscal year 2014-15. In planning schedule items where owner review is required or anticipated, allow sufficient time in the schedule for AAFC review, commensurate with the size and importance of the item to be reviewed. Construction contracting must include items in the schedule for required second language translations of invitations to tenders, tender advertisement time frames to meet the requirements of NAFTA and sufficient time following receipt of tenders to complete review and acceptance in accordance with departmental contracting procedures. The Consultant shall develop and submit a detailed schedule with its proposal for this work which should include any applicable environmental and reservoir management consideration outlined in the pre-design report plus the following considerations:

- Closing date for receipt of proposals for this project – April 8, 2014
- AAFC review and award of service contract – within two weeks of closing date
- Start-up meeting for service contract – within one week of award date
- AAFC review of project design at 90% completion stage – allow two weeks
- Advertisement period for Tenders to Construct – to be 40 calendar days
- On-site pretender meeting with potential contractors – one day during advertisement period

- Review and award of Tenders by AAFC and Consultant - consultant to indicate needed review time

8. OWNER PARTICIPATION

AAFC agrees to supply the Consultant with access to any relevant data concerning the LiDAR survey data, history, hydrology, design, construction, operation, maintenance, repairs, instrumentation, environmental data and inspection involved with the project. Copies of reference past study reports will be made available to the Consultant.

A digital copy of the pre-design report will be made available upon request to interested consultants.

AAFC agrees to participate in a project start-up meeting with the Consultant to review the terms of reference, scope and schedule for this contract. The start-up meeting will be at a time mutually agreed upon at AAFC's office in Swift Current, Saskatchewan. The consultant shall budget for the kick-off meeting to be face to face with assuming main discipline leads are present. Assume that other participants, if need, can attend by video and/or audio conference. Such conference technical arrangements will be undertaken by AAFC.

AAFC agrees to participate at various progress meetings to the progress of the work, provide comments on drawings and documents to be issued for tender, or called by the consultant discussion of a technical or project management purpose. The time and place of this meeting will be mutually agreed upon and may be either face to face or conference call depending on the agenda or other circumstances.

AAFC agrees to provide any additional background material on the operation of the project to meet water delivery needs if it has not already been documented in the Pre-Design report.

AAFC will provide all administrative services regarding the advertisement and award of a construction contract including distribution of tender packages, receipt of tenders. AAFC will be the first point of contact for any questions that may arise during the tender process, for the forwarding of questions to the consultant and distribution of subsequent responses from the Consultant to all interested tenderers.

9. REPORTING PROCEDURES AND FORMAT

Drawings developed by the consultant for tender, construction or prepared for drawing of record shall be provide include in the title block AAFC departmental logo and inclusion of an AAFC drawing number, in addition to the consultant's own logo and drawing number system. The Consultant shall provide appropriate Adobe pdf files certified 'approved for tender' drawings and specifications bearing the stamp and seal of the professional engineer responsible for the design

The Consultant shall provide appropriate Adobe PDF files certified as 'approved for construction' including any updates or clarifications that may arise during the tender period. AAFC will handle final distribution of drawings and specifications issued for construction.

Reports, manuals, documentation and records of construction shall be prepared using appropriate, professional report format. The Consultant shall provide three (3) bound copies in hard copy format along with one (1) in electronic Adobe Portable document file (PDF) format(s) of such documentation.

1. Evaluation and Selection Plan

Overall Proposal Weights

The evaluation criteria for this RFP places significant weight on the Bidder's Technical proposal and the Bidder's ability to meet the technical requirements of the RFP. The Technical and Financial proposals will be scored separately. The Overall Proposal Score will be determined by combining the Bidder's Technical Proposal Score and Financial Proposal Score in accordance with the following weights :

Technical Proposal	=	70
Financial Proposal	=	<u>30</u>
Overall Proposal	=	100

2. Evaluation and Selection Process

a) Overview

This RFP will utilize a five-phase evaluation process:

- Phase 1: Evaluation of Mandatory Criteria
- Phase 2: Evaluation and Scoring of Point-Rated Criteria
- Phase 3: Technical Score and Minimum Thresholds
- Phase 4: Financial Proposal Evaluation and Scoring
- Phase 5: Determination of Overall Proposal Scores and Recommendations for Contract Award.

b) Phases

Phase 1: Evaluation of Mandatory Criteria

Proposals will be evaluated in accordance with the Mandatory Criteria as detailed in Appendix D of this document. Bidders are advised to address each requirement in sufficient depth to permit a complete requisite analysis and assessment by the Evaluation Team. Proposal failing to adequately respond to the mandatory evaluation criteria will be excluded from further consideration. Only proposals found to meet the mandatory evaluation criteria will be evaluated in accordance with the evaluation criteria subject to point rating.

Phase 2: Evaluation and Scoring of Point-Rated Criteria

Proposals will be evaluated and scored in accordance with specific evaluation criteria as detailed in Appendix E of this document. It is imperative that these criteria be addressed in sufficient depth in the proposal to fully describe the Bidder’s response and to enable the Evaluation Team to rate the proposals. To be considered responsive, a bid must obtain a minimum pass mark as specified. Bids that do not obtain the minimum threshold will not be given further consideration.

Phase 3: Technical Score and Minimum Thresholds

A Technical Proposal Score will be computed for each technically responsive Bidder. Bidders’ technical proposals will be evaluated utilizing the mandatory and point-rated evaluation criteria and in accordance with the evaluation process described herein

To be considered further, bidders must achieve a minimum weighted rating of sixty five (65) out of a hundred (100) points available from the technical criteria.

TOTAL RATED POINTS

Score Calculation Example Based on a Total Value of 70 Points.

$$\frac{\text{Total Technical Score}}{\text{Maximum Score Attainable}} \times 70 = \text{Bidder's Score}$$

Example : Given the proposal have met the minimum thresholds

$$\frac{70}{100} \times 70 = 49.00 \text{ out of } 70$$

Note: Scores will be computed to a maximum of two decimal places.

Phase 4: Financial Proposal Evaluation and Scoring

The Financial Proposal Score (out of 30 points) will be computed for each technically responsive Bidder using the following formula:

$$\frac{\text{Lowest Responsive Aggregated Price}}{\text{Bidder's evaluated Aggregated Price}} \times 30 = \text{Financial Proposal Score} \\ \text{(maximum 30 points)}$$

Example : Calculated based on the Financial Component being valued at 10.

$$\frac{\$ 21,000.00}{\$ 24,000.00} \times 30 = 26.25 \text{ out of } 30$$

Phase 5: Determination of Overall Proposal Scores and Recommendations for Contract Award

Following the determination of each responsive bidder's financial proposal score, Overall Proposal Scores (out of 100 points) will be determined by adding the Final Technical Proposal Score (out of 70 points) with the Financial Proposal Score (out of 30 points). Bidders Overall Proposal Scores will be ranked highest to lowest. The Bidder with the highest combined technical and financial score will be awarded the contract.

MANDATORY CRITERIA

Appendix D

All mandatory requirements identified throughout in this RFP must be met, failure to meet any of the following mandatory requirements will render your submission non-responsive and it will given no further consideration.

All terms and conditions using the words “**must**”, “**shall**”, “**should**” or “**will**” in this RFP must be considered as Mandatory Requirements.

Proposers are advised that AAFC has provided a ‘Mandatory Compliance Check List - Appendix F’ to assist the Proposer in complying with all mandatory criteria.

M1 The Proposer must submit the Proposal according to :

- i. Part I - Section 5 of this RFP - Proposal Submission deadline

M2 The Proposer must submit the Proposal as detailed in :

- i. Part II - Section 1 of this RFP - Proposal Presentation in a separate envelope.
- ii. Part II - Section 2 of this RFP - Financial Proposal in a separate envelope.
- iii. Part II - Section 3 of this RFP - Certification Requirements in a separate envelope.

POINT RATED CRITERIA

Appendix E

In order to be considered responsive, a proposal must score at least 65% of the total points assigned for Technical and Managerial and be evenly distributed to receive further consideration under the Price and Final Contractor selection. Therefore, bidders are advised to address each area in sufficient detail to show clearly how effectively the work can be done.

RATINGS SCALE :

- 10 points: Excellent Meets the desirable maximum that is considered useful.
- 9 points: Very Good Very well defined, very thorough. Substantially exceeds the desired minimum.
- 8 points: Good Lightly exceeds desirable minimum. Satisfactory details. Sufficiently defined.
- 7 points: Acceptable Just meets desirable minimum. Adequate information, marginal / minimal details.
- 6 points: Not Valid Fails to meet desirable minimum. Vague, not clearly defined insufficient detail, unclear.
- 5 points: Poor Below the desired minimum. Missing information, incomplete, inconsistencies in proposal content.
- 0 points: No information

POINT RATINGS - PROPOSAL CONTENT:

Submission	30 Points
Technical Abilities	40 Points
Personnel and References	15 Points
Project Management	15 Points
TOTAL	100 Points

a) Submission

- Complete, thorough and well organized submission which clearly identifies processes or steps used in achieving the deliverables set out in the Services Required;
- The level of initiative and innovation demonstrated by the submission;
- Indication of an understanding of the scope and provide a realistic schedule that reflects the significance of each task.

MAXIMUM 30 POINTS

b) Technical Abilities

- Demonstrate experience in design and construction of similar water control structures and conveyance works located in the Canadian prairies and in particular Saskatchewan. Experience in the design and construction oversight of lining conduits contained within dams should be clearly demonstrated;
- Demonstrate experience in providing general and specialized engineering services in various phases of water control projects including design and construction phases;
- Demonstrate ability in preparing plans and specifications pertaining to similar water infrastructure;
- Demonstrate ability and experience regarding the review of design drawings and other contract submittals for the construction/completion of such water structures on the Canadian prairies;
- Demonstrate experience in providing testing services of construction materials (e.g. concrete and earth works); and,
- Demonstrate familiarity and experience in the applications of relevant standards (e.g. CSA & ASTM); and,
- Demonstrate experience in the application of federal and provincial Acts and Regulations pertaining to construction of similar water control projects

MAXIMUM 40 POINTS

c) Personnel and References

- Personnel identified, including qualifications, professional designation and relevant experience of project staff. Number and adequacy of resources applied to the project, including back-up resources and the use of sub-consultants and/or other collaborators. Responsibilities and function of consultant team (including sub-consultants and/or other collaborators) clearly defined.

MAXIMUM 15 POINTS

d) Project Management

- Demonstrate that effective project management skills will be used to manage the work of this contract
- Demonstrate that an effective and experienced Project Manager will be assigned to the project and demonstrate skills and abilities to manage the consultant's design team to produce effective and satisfactory results

MAXIMUM 15 POINTS

MANDATORY COMPLIANCE CHECKLIST APPENDIX F

1. PART I, SECTION 5 - SOLICITATION DEADLINE :

Proposal must be received by **2:00 pm on April 8, 2014**

2. PART II, SECTION 1 - Proposal Presentation

3. PART II, SECTION 2 - Financial Proposal

4. ANNEX A - Certifications Requirements

Bidder must fill all sections. If any forms are not applicable, please indicate on the form. :

1. Acceptance of AAFC's Terms and Conditions
2. Legal entity and Corporate Name
3. Price / Rate Certification
4. Validity of Proposal
5. Availability and status of personnel
6. Federal Contractors Program for Employment Equity
7. Work Force Reduction Programs and Details

5. ANNEX B - JOINT VENTURE

6. ANNEX C - LIST OF SUB-CONTRACTORS

CERTIFICATION REQUIREMENTS

ANNEX A

The following certification requirements apply to this RFP document. Proposers must include this Annex with their proposal and sign each certification below. If a certification requirement does not apply, please indicate with ‘N / A’ in the signature block.

1) ACCEPTANCE OF AGRICULTURE & AGRI-FOOD CANADA’S TERMS AND CONDITIONS

Proposers will accept Agriculture & Agri-Food Canada’s terms and conditions.

The General Conditions in Appendix A and the Resulting Contract Clause as set out in Part 3 of this RFP shall form part of the Resulting Contract.

Signature

Date

Print Name of Signatory

2) LEGAL ENTITY AND CORPORATE NAME (IDENTIFY CLEARLY WHETHER THE LEGAL ENTITY IS WITH THE UNIVERSITY / COLLEGE OR INDIVIDUAL)

Please certify that the proposer is a legal entity, by indicating whether the proposer is i) a sole proprietorship, partnership or corporate entity, ii) indicating the laws under which the partnership or corporate entity was registered or formed, iii) together with the registered or corporate name. Also identify the country where the controlling interest/ownership (name if applicable) of your organization is located.

i) _____

ii) _____

iii) _____

iv) _____

Any resulting contract may be executed under the following i) corporate full legal name and ii) at the following place of business:

i) _____

ii) _____

Signature

Date

3) **VALIDITY OF PROPOSAL**

It is requested that proposals submitted in response to this RFP be:

- (a) valid in all aspects, including price, for not less than 120 Days from the closing date of this RFP; and,
- (b) signed by an authorized representative of the Bidder in the space provided on the RFP; and,
- (c) provide the name and telephone number of a representative who may be contacted for clarification or other matters relating to the Bidder's proposal.

Signature

Date

Contact name : _____

Telephone number : _____

Fax number : _____

Email address : _____

GST # / Business # : _____

4) **AVAILABILITY AND STATUS OF PERSONNEL**

The Proposer certifies that, should it be authorized to provide services under any contract resulting from this solicitation, the persons proposed in its proposal will be available to commence performance of the Work within a reasonable time from contract award, or within the time specified herein.

If the Proposer has proposed any person in fulfilment of this requirement who is not an employee of the Proposer, the Proposer hereby certifies that it has written permission from such person to propose the services of such person in relation to the Work to be performed

in fulfilment of this requirement and to submit such person's résumé to the Contracting Authority.

During the proposal evaluation, the Proposer MUST upon the request of the Contracting Authority provide a copy of such written permission in relation to any or all non-employees proposed. The Proposer agrees that failure to comply with such a request may lead to disqualification of the Proposer's proposal from further consideration.

Signature

Date

5) FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

\$ 200,000.00 or more (applicable tax included)

- .1 The Federal Contractors Program for Employment Equity (FCP-EE) requires that some organizations bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity, as a condition precedent to the contract award. If the bidder is subject to the Program, evidence of its commitment must be provided prior to the award of any contract.

Contractors that have been declared Ineligible Contractors by the Department of Human Resources and Skills Development (HRSD) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contract Regulations (currently at \$25,000, including all applicable taxes), either as a result of a finding of non-compliance by HRSD, or following their voluntary withdrawal from the Program for a reason other than the reduction in their workforce. Any bid from ineligible contractors will not be considered for award.

- .1 The Proposer certifies its status with FCP-EE, as follows:

The Proposer

- (a) () is not subject to FCP-EE, having a workforce of less than 100 permanent full or part-time employees in Canada,
- (b) () is not subject to FCP-EE, being a regulated employer under the Employment Equity Act;
- (c) () is subject to the requirements of FCP-EE, having a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from HRSD, (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is provided herewith (attached) ;

- (d) () is subject to FCP-EE, and has a valid certification number as follows :
 (e.g. has not been declared Ineligible Contractor by HRSD).
- .2 If the Proposer does not fall within the exceptions enumerated in 2. (a) or (b), the Program requirements do apply, and as such, the Proposer is required to submit HRSD form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED or a valid Certificate number confirming its adherence to the FCP-EE.
 - .3 The Proposer acknowledges that the Minister shall rely on this certification to award the Contract. Should a verification by the Minister disclose a misrepresentation on the part of the Proposer, the Minister shall have the right to treat any contract resulting from this Proposal as being in default, and to terminate it pursuant to the Default provisions of the Contract.
 - .4 In all cases, the Proposer is required to produce evidence or supporting information on demand prior to contract award, if such evidence is not included with its Proposal.

 Signature

 Date

NOTE : Information on the FCP-EE and the Certificate of Commitment (LAB1168) are available on the following HRSD Website :

http://info.load-otea.hrdc-drhc.gc.ca/workplace_equity/home.shtml and
<http://www.hrdc-drhc.gc.ca/fas-sfa/eforms/labnm1e.shtml#lab1168> respectively

6) FORMER PUBLIC SERVANT - STATUS AND DISCLOSURE

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause, "**former public servant**" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be :

- a. an individual;

- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension ?

Yes () No ()

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure report.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program ?

Yes () No ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;

- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Signature

Date

JOINT VENTURE

ANNEX B

In the event of a Proposal submitted by a contractual **JOINT VENTURE**, the Proposal shall be signed by either all members of the joint venture or a statement shall be provided to the effect that the signatory represents all parties of the joint venture. The following will be completed if applicable:

1. The Proposer represents that the bidding entity

_____ is a joint venture in accordance with the definition in paragraph 3.

_____ is not a joint venture in accordance with the definition in paragraph 3.

2. A Proposer that is a joint venture represents the following additional information :

- (a) Type of joint venture (mark applicable choice)

_____ incorporated joint venture
_____ limited partnership joint venture
_____ partnership joint venture
_____ contractual joint venture
_____ other

- (b) Composition : (names and addresses of all members of the joint venture.)

3. Definition of joint venture

A joint venture is an association of two or more parties who combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise. Joint ventures may be carried on in a variety of legal forms divided into three categories:

- (a) the incorporated joint venture;
- (b) the partnership venture;
- (c) the contractual joint venture where the parties combine their resources in the furtherance of a single business enterprise without actual partnership or corporate designation

4. The joint venture team arrangement is to be distinguished from other types of contractor arrangements, such as :

- (a) prime contractor, in which, for example, the purchasing agency contracts directly with a contractor (prime) who acts as the system assembler and integrator, with major components, assemblies and subsystems normally subcontracted;

(b) associated contractor, in which for example, the purchasing agency contracts directly with each of the major component suppliers and performs the integration tasks or awards a separate contract for this purpose.

5. If the Contract is awarded to an unincorporated joint venture, all members of the joint venture shall be jointly and severally responsible for the performance of the Contract.

Signature

Date

CONTRACTOR’S LIST OF SUBCONTRACTORS

ANNEX C

It is my / our intention to employ the following subcontractors whom I / we believe, following investigation, to be reliable and competent for the performance of the portion of services being sub-contracted. All other services will be performed by me / us.

Name of Company	Services to be sub-contracted	Number of years you are associated with subcontractor	Years of experience of subcontractor in the field	Portion of the contract (%)

It is agreed that I (we) shall not subcontract with any other individual or organization or for any other work, without the consent of the Minister of Agriculture

Signature

Date

Name of Signatory

Position